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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF WAWARSING**

and the

**INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL 363**

**HIGHWAY & TRANSFER STATION UNIT**

**January 1, 2013 – December 31, 2016**

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# **1 PREAMBLE**

## **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** In order to effectuate the Provisions of Chapter 392 of the laws of 1967 (The Public Employees' Fair Employment Act) as amended to date, to continue and improve effective and harmonious working relationships between the Town of Wawarsing (hereinafter referred to as the "Town") and those Highway Department employees and Transfer Station Department employees represented by Local 363, International Brotherhood of Electrical Workers, AFL/CIO (hereinafter referred to as the "Union"), to enable such employees more fully to participate in and contribute to the public functions of the Town in connection with maintaining the Town facilities and such other public work as may be required and to encourage such employees to use their best efforts to promote excellent and acceptable standards of service to the Town.

This Collective Bargaining Agreement is made and entered into as of the 7<sup>th</sup> day of March 2014 by and between the Town of Wawarsing and the Union and shall be effective there from until December 31, 2016.

## **1.2 Rights of the Parties Under Existing New York State Law**

**1.2.1** Nothing contained in this Collective Bargaining Agreement shall be construed to deny or restrict to any person in the unit hereto described, rights which that person may have under any law in the State of New York.

**1.2.2** Nothing contained in this Collective Bargaining Agreement shall be construed to deny or restrict to any member of the Town Board or to the Board Committees, any rights or obligations which either may have under any applicable law of the State of New York.

# **2 MANAGEMENT RIGHTS**

## **2.1 Management Rights Clause**

**2.1.1** Subject to the provisions of this Collective Bargaining Agreement, and to the retention by the Town of rights ordinarily exercised by management, the Town Board and Highway Superintendent shall have the exclusive right to manage and direct the work forces and operations of the employees in the bargaining unit including, but not limited to, the right to: direct the work forces; establish and change reasonable rules and regulations; establish or change methods, processes, or equipment; determine the extent to which the Town facilities shall be operated; determine the size of the work force; hire new employees; determine the qualifications of employees; discipline, discharge, layoff; assign, promote, demote, and transfer employees; determine and effectuate personnel policies; establish work schedules; require the taking of such written test, physical condition and ability to perform duties as it desires, provided that no such test or tests shall be required for the purpose of discriminating against Union employees.

## **2.2 Others Performing Unit Work**

**2.2.1 Work by Highway Superintendent:** Except under extraordinary conditions and solely in the discretion of the Highway Superintendent, said Highway Superintendent shall not normally perform the functions of any employee in the bargaining unit, nor do the work normally performed by an employee in the unit while any such employee is on lay-off or any other "on-call" status.

**2.2.2 Temporary Unskilled Labor:** The Union recognizes that the Town shall have the right to employ unskilled help during summer and holiday vacation periods either on a full time or part time basis and that such personnel shall not be considered in the bargaining unit and not subject to the provisions of the Collective Bargaining Agreement. The Town recognizes that this type of help shall not be hired to displace any regular employees in the bargaining unit. Any employee who normally works twenty hours or less per week shall be considered a part time worker and is not subject to the terms of this Collective Bargaining Agreement.

## **3 UNION RIGHTS**

### **3.1 Recognition**

**3.1.1 Recognition:** The parties hereby recognize Local 363, as the bargaining agent for such employees identified in 3.2.1, below, for the purpose of collective negotiations, settlement of grievances and the determination of and administration of all disputes between the parties affected by this Collective Bargaining Agreement. Such recognition shall extend until December 31<sup>st</sup>, 2016 and thereafter unless terminated in such accordance with the provisions of the Public Employment Relations Act.

### **3.2 Definition of Bargaining Unit**

**3.2.1 Included:** The Town hereby recognizes Local 363 International Brotherhood of Electrical Workers AFL/CIO as the exclusive collective-bargaining representative of all employees of the Highway Department of the Town of Wawarsing in the following job titles: Municipal Garage Supervisor, Working Supervisor, Automotive Mechanic, Heavy Motor Equipment Operator, Motor Equipment Operator, Automotive Parts Clerk, and Laborer. Also included by agreement between the parties: All employees of the Town of Wawarsing Transfer Station Department in the job titles: Transfer Station Operator, Solid Waste Attendant, and Transfer Station Attendant.

**3.2.2 Excluded:** Superintendent of Highways of the Department of Highways of the Town of Wawarsing and any and all deputies of said Superintendent or any individual or individuals acting for and on behalf or in place and instead of said Superintendent in its decision in Case No. C-0014.

### **3.3 Non-Discrimination Clause**

**3.3.1 Union Activity:** Pursuant to the Public Employees' Fair Employment Act, Chapter 392 of the Laws of 1967 (Article 14. Civil Service Law), the Town hereby agrees that it will not discriminate against any person in the collective bargaining unit herein set forth with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective negotiations, with the Town Board, or his institution of any grievance, complaint or proceeding under this Collective Bargaining Agreement or otherwise with respect to any terms or conditions of employment, and the Union hereby agrees that it will not discriminate against any employee of the Town Highway Department or Transfer Station Department by reason of his not being a member of the Union.

### **3.4 Union Membership/Agency Shop**

**3.4.1 Union Membership:** The Town Board agrees to deduct Union dues from the wages of its employees in the bargaining unit for the Union, as said employees individually and voluntarily authorize the Town Board to deduct same. Authorization for such deduction shall be in writing on forms provided by the Union and shall contain a waiver of all rights and claims for said money so deducted and transmitted in accordance with this authorization and relieve the Town Board and all its officers from any liability thereof. This authority shall be continuous while the employee is employed by the Town and a Union Member or until withdrawn by written notice. Any Employee may withdraw his authorization by giving written notice which must be received by the Town and the Union at least thirty calendar days prior to the effective pay period.

**3.4.2 Union Dues:** The Union shall certify to the Board, in writing, the current rate of its annual membership dues. If the Union changes the rate of its membership dues, it will give the Town Board at least ninety calendar days notice prior to the effective date of such change. Dues deductions as certified by the Union to the Town Board will be deducted and transmitted to the Union's Business Manager in monthly installments beginning with the first payroll period in January of each year. The Town Board shall remit such deductions within fifteen calendar days after it affects them.

**3.4.3 Agency Shop:** Every employee covered by this Collective Bargaining Agreement shall, as a condition of employment, from and after the thirty-first day following the date of employment shall: (A) Become a member of the Union and maintain such membership in accordance with the Union's Constitution and By-laws; or, (B) In the alternative, tender to the Union a registration fee in such amount as may be prescribed by the Union (which in no event shall exceed the initiation fee required of Union members) and shall further tender monthly to the Union, an agency fee in an amount established by the Union which shall in no event exceed the amount of monthly dues required of Union members.

**3.4.4 Indemnification Clause:** The Union agrees to hold harmless and indemnify the Town from any liability or claim arising from the operation of this section or the enforcement thereof by the application of the sanction of discharge provided therein for non-fulfillment of this obligation by an employee who is not a member of the Union.

### **3.5 Bargaining Unit Representatives**

**3.5.1 Shop Stewards:** The Union shall have the right to appoint one Steward and one alternate Steward and no one shall be eligible to serve as Steward or Alternate Steward unless he is a member of the bargaining unit. The Steward or Alternate Steward shall not interfere with, obstruct, or impede the normal operation of Town business.

### **3.6 Union Access to Town Premises**

**3.6.1 Union Representatives:** The Business Manager of the Union and/or his representative shall have reasonable access to the employees and to the management for the observation of processes which may be necessary to adjudicate grievances.

### **3.7 Bulletin Boards**

**3.7.1.** The Union shall have the right to post notices of its activity and matters of concern to its membership on appropriate bulletin boards located at the place of work of the employees concerned; copies of all such material shall be given to the Superintendent of Highways (or to the Town Supervisor for the Transfer Station bulletin board).



### **3.8 Union Access to Information**

**3.8.1** The Town Board agrees to furnish to the Union, upon written request and at Union expense, copies of all non-personal and public documents including but not limited to minutes of all public business meetings, the annual audited financial reports affecting budget and census and list of all employees in the category covered by the bargaining unit and any changes in such lists as they occur.

### **3.9 Leave for Negotiations**

**3.9.1 Eligible Employees:** If negotiations between the Town Board and the Union are scheduled during working hours, members of the Union Negotiating Committee, not to exceed five in number, will be relieved from their regular duties without the loss of pay as necessary in order to permit their participation in such meetings.

## **4 EMPLOYEE RIGHTS**

### **4.1 New Employees**

**4.1.1 Probationary Period:** Except as otherwise provided in the rules of the Ulster County Civil Service Department, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a period of **twenty-six** consecutive weeks from the original appointment. During this probationary period, their employment may be terminated by the Town Board or in the case of the Highway Department, the Highway Superintendent. Any such termination during the probationary period shall not be subject to the grievance provisions of this Collective Bargaining Agreement.

### **4.2 Promotions**

**4.2.1 Selection:** The parties hereto agree that any promotional opportunities which occur in any job position in the Class or Classes covered by this Collective Bargaining Agreement shall first be offered to employees in the unit before such vacancies are filled, provided such employees have the skill, ability, and seniority to perform the work required.

**4.2.2 Probationary Period:** An employee who is promoted or transferred into a new position in the non-competitive class shall be on probation for a period not to exceed **ninety calendar days**. At any time during this period, the Town may rescind the promotion or transfer, which shall not be considered disciplinary action, and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

**4.2.3 Specialty Equipment:** No Heavy Equipment Operator will be assigned to operate a piece of equipment for which the employee has not received proper training.

### **4.3 Discipline**

**4.3.1** The Union recognizes the authority and responsibility of the Department Heads for disciplining and reprimanding an employee for delinquency in performance of his duties; however; no employee if at all feasible, shall be reprimanded or degraded in front of his fellow employees. However, the Town Board, to the extent that this provision is possible, shall direct all supervisory personnel to proceed via a grievance procedure and promptly advise the Union of any major disciplinary action taken.

**4.3.2** Each employee complained of, as well as the Union, shall be notified in writing within ten working days of all official complaints or criticism by supervisors or administrators.

## **4.4 Seniority**

**4.4.1 Service Seniority:** Seniority will be determined by the employee's length of continuous service with the Town of Wawarsing.

**4.4.2 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by birthday.

**4.4.3 Leave of Absence:** An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

**4.4.4 Loss of Seniority:** Any employee who voluntarily terminates his employment (quits) or whose employment is terminated by uncontested discharge, shall lose his seniority in the event that he is rehired. Such employees who are rehired shall take their seniority date from the date of rehire and not from their original date of employment. This provision shall apply to all benefits provided under this Collective Bargaining Agreement including vacation calculation, except for pension provisions which are subject to the New York State Plan governing same.

## **4.5 Layoff & Recall Procedure**

**4.5.1 Notice of Layoff:** The Town agrees to give the Union and each employee at least two weeks notice in case of a general lay-off except where the lay-off occurs due to unforeseen conditions, emergency or budgetary deficit. Otherwise notice of a proposed lay-off shall be three days.

**4.5.2 First to be Laid Off:** All lay-offs shall be by job title within a given department (Highway Department; Transfer Station Department) and in accordance with date of hire. The last individual hired in each job title within a given department shall be the first to be laid-off and recalls shall be in inverse order, the last to be laid-off shall be the first to be recalled. The designated Shop Steward shall have top seniority in the event of lay-off.

**4.5.3 Duration of Recall Rights:** An employee in the non-competitive or laborer class who is laid off will be eligible for recall under 4.5.2, above, for a period equivalent to the employee's years of service or up to two years, whichever is less, from the date the employee was laid off. [Agreed 9-21-2012]

**4.5.4 Bumping Rights:** An employee who is laid off from a job title in the non-competitive or laborer class may displace (bump) an employee within the department where the layoff occurred, provided that: 1) the position is in an equal or lower job title in the non-competitive or laborer class; 2) the position is within the bargaining unit; 3) the employee being laid off has more service seniority than the employee being bumped; and, 4) the employee is fully qualified to perform the duties of the job title.

## 5 HOURS OF WORK

### 5.1 Work Schedule

**5.1.1 Workweek (Highway):** Highway Department employees' regular work week shall be eight hours per day, forty hours per week, from Monday through Friday from 6:00 A.M. to 2:30 P.M., with one-half hour unpaid for lunch.

**5.1.2 Workweek (Transfer Station):** All Transfer Station employees' regular work week shall be no less than eight hours per day, forty hours per week, OR four ten-hour days, excluding Sundays. In addition there will be one hour unpaid for lunch. The Town Board will establish an employee's scheduled hours and days of work. Once established, the beginning and ending of an employee's normal workday and/or the days of work will not be changed without an advance written notice of at least thirty calendar days. The Union acknowledges that the Town may employ temporary, on-call personnel to work any shift where there is a vacancy due to a scheduled or unscheduled absence.

**5.1.3 Procedure for Assigning Additional Hours:** In the scheduling of overtime, the Highway Superintendent shall take into consideration the work that is to be performed and the skills and ability of each employee to perform such work and shall, wherever feasible, attempt to distribute the available work in each category in each department equally among all the personnel in the Department, and any employee requested to work overtime shall perform such work as required.

## 6 COMPENSATION

### 6.1 Wage Rates

**6.1.1 Pay Schedule:** The schedule set forth below will be the applicable schedule for the period January 1, 2013 through December 31, 2016, which reflects increases of **two** percent retroactive to January 1, 2014, **two** percent on January 1, 2015, and **two** percent on January 1, 2016.

Effective March 7, 2014, all current MEO's and the current Automotive Parts Clerk to be made HEO's.

Highway Department	12/31/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Municipal Garage Supervisor	\$27.38	\$27.38	\$27.93	\$28.49	\$29.06
Working Supervisor (Avery)	\$26.20	\$26.20	\$26.72	\$27.26	\$27.80
Working Supervisor	\$25.20	\$25.20	\$25.70	\$26.22	\$26.74
Automotive Mechanic	\$24.10	\$24.10	\$24.58	\$25.07	\$25.58
Heavy Equipment Operator	\$23.84	\$23.84	\$24.32	\$24.80	\$25.30
Motor Equipment Operator	\$23.13	\$23.13	\$23.59	\$24.06	\$24.55
Automotive Parts Clerk	\$23.13	\$23.13	\$23.59	\$24.06	\$24.55
Laborer	\$20.42	\$20.42	\$20.83	\$21.24	\$21.67

Transfer Station Department	12/31/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Transfer Station Operator	\$23.99	\$23.99	\$24.47	\$24.96	\$25.46
Solid Waste Attendant (Miller)	\$19.44	\$19.44	\$19.83	\$20.23	\$20.63
Transfer Station Attendant (Smith)	\$19.44	\$19.44	\$19.83	\$20.23	\$20.63

**6.1.2 Wage Rates for New Employees:** Employees shall be paid according to the following schedule:

Date of Hire	85% of existing hourly rate
After 6 months of service	90% of existing hourly rate
After 1 year of service	95% of existing hourly rate
After 2 years of service	100% of existing hourly rate

## **6.2 Longevity Increments**

**6.2.1** All employees hired into a regular full-time position in the bargaining unit **before** September 1, 2013 shall be entitled to a longevity increment as follows. These payments will be made to employees on the anniversary date of their date of hire.

After five years of service	\$250
After ten years of service	\$500
After fifteen years of service	\$750
After twenty years of service	\$1000
After twenty-five years of service	\$1250
After thirty years of service	\$1500

## **6.3 Premium Pay for Overtime**

**6.3.1 Overtime Rate:** Any work in excess of forty hours a week shall be paid for at a rate of time and one-half the regular hourly rate for the actual hours worked in excess of forty, provided however that there shall be no pyramiding or duplication of overtime hours.

**6.3.2 Credit for Paid Leave:** Holidays, vacation leave, personal leave, sick leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

**6.3.3 Compensatory Time:** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized overtime worked. In any calendar year, an employee may convert a maximum of **forty** hours of overtime work into **sixty** hours in compensatory leave credits. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

**6.3.4 Scheduling Compensatory Leave:** An employee must receive prior approval from the appropriate Department Head to use compensatory leave credits. The Department Head will have total discretion in the approval of compensatory time off, however, requests for compensatory leave shall not be unreasonably denied.

**6.3.5 Termination from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

## 6.4 Call-In Pay

**6.4.1 Compensation:** All employees covered by this Collective Bargaining Agreement, who report for work by direction of the Employer or a duly authorized representative and who are not assigned work shall receive two hours pay at the rate applicable at the time of the call in. The provision for overtime contained in Section 6.3 shall not apply to two-hour call in pay, or any portion thereof, until the employee has accumulated forty hours worked.

## 6.5 Pay Period

**6.5.1 Payroll Period:** The payroll period will begin Thursday at 12:00:01 a.m. and end **seven** calendar days later on Wednesday at 11:59:59 p.m. Paychecks will be issued on the Friday **of the next week**. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

**6.5.2 Payroll Information:** The Town agrees to furnish each employee with a payroll slip each pay period indicating his gross pay and all payroll deductions and show his overtime separately.

## 7 PAID LEAVE

### 7.1 Holidays

**7.1.1 Designated Holidays:** The following shall be considered paid holidays for all employees in the bargaining unit. However, if any of the Holidays listed below fall on Saturday, the Holiday will be recognized on the preceding Friday. If any of the Holidays listed below fall on a Sunday, the Holiday will be recognized on the following Monday (Tuesday for the Transfer Station). For the purpose of this Article, holidays shall commence at 12:01 a.m. on the date of the holiday.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

**7.1.2 Holiday Pay (Not Assigned to Work):** A full-time employee or part-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay; the part-time employee will not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday for that employee.

**7.1.3 Holiday Pay (Assigned to Work):** A full-time employee or part-time employee who **does** work on a designated holiday will be paid for all hours worked at one and **one-half times** the employee's regular rate of pay **plus "holiday pay"**.

**7.1.4 Holiday Pay Eligibility:** No employee shall receive two and one-half times his rate of pay for all hours worked during that twenty-four-hour period if the day before or the day after a holiday, he is absent without authorization, or if he is absent for only one day before the holiday due to illness and does not furnish medical evidence that he was unable to work that day; but such employee shall receive one and one-half times his rate for all hours worked during that twenty-four-hour period.

**7.1.5 Holiday During Scheduled Leave:** In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's other leave credits will not be charged for that day.

## **7.2 Vacation Leave**

**7.2.1 Allowance (back-loaded):** All employees shall accrue two weeks (80 hours) vacation after one year's service and shall accrue a third week's (40 hours) vacation after five years.

Employees who have completed eight years of service, shall in addition to the three weeks (120 hours) vacation set forth above, accrue one additional day (8 hours) of paid vacation for each additional year of service beyond eight years.

For employees hired on or before December 31, 1990, accrual of additional vacation days shall be capped at five weeks (200 hours). No employee will lose any vacation time which has accrued by December 31, 1990. All employees hired on or before December 31, 1990 with less than twenty-five days will continue to accrue days up to the twenty-five day limit and all employees hired on or before December 31, 1990 with more than twenty-five days will receive the number of vacation days accrued as of December 31, 1990 each year after 1990.

For employees hired on or after January 1, 1991, vacations will be capped at a maximum of four weeks (160 hours).

**7.2.2 Unpaid Leaves of Absence:** An employee will not accrue vacation while the employee is on an approved unpaid leave of absence in excess of thirty calendar days or while the employee is in layoff status. The employee's allowance will be adjusted on a prorated basis for a period equivalent to the time of such leave. For example, an employee who is on an unpaid leave of absence for four months will receive 66.67 percent of the employee's vacation allowance on January 1<sup>st</sup> of the next year.

**7.2.3 Accumulation:** Whenever feasible, all accrued vacation shall be given during the period April 1<sup>st</sup> through November 30<sup>th</sup> but in no event shall accrued vacations be carried beyond the end of the June of the next year or exceed one and one half weeks time. Any variation of this process must be approved by the appropriate Department Head or direct Supervisor. Employees in the Highway Department will be available for snow duty during the above period.

**7.2.4 Scheduling:** By February 1<sup>st</sup> of each year, all employees shall indicate to the appropriate Department Head, in writing, their preference as to vacation time and by March 1<sup>st</sup> each year a vacation schedule shall be promulgated by the Department Head taking into consideration the work of the Department to be done, the employee's request and giving preference to those requests on a seniority basis, unless the work of the Department requires otherwise.

**7.2.5 Termination of Employment:** Any employee whose employment is terminated for any reason, other than cause, shall receive his pro-rata vacation pay at the time of termination.

## 7.3 Sick Leave

**7.3.1 Allowance (monthly accrual):** All employees covered by this Collective Bargaining Agreement shall accrue sick leave at the rate of one day (8 hours) for each month worked.

**7.3.2 Accrual During Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence for an entire month.

**7.3.3 Accumulation:** An employee may accrue up to a maximum of thirteen hundred and twenty hours (165 eight-hour days) sick leave credits. Any sick leave credits in excess of the maximum will be canceled.

**7.3.4 Notification of Sick Leave:** Employees must call in to their direct supervisor at least one-half hour prior to the start of their shift.

**7.3.5 Use of Sick Leave:** An employee may use sick leave credits for a non-work related illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour.

**7.3.6 Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

**7.3.7 Medical Verification:** Any employee who is absent for more than two days may be required to furnish the Town with medical evidence that he was unable to work for the period in question. Failure to furnish such evidence may cause the employee to be denied sick leave.

If the Town at any time questions the status of any employee who claims to be out sick due to accident or illness, the Town shall have the right to require and arrange for a physical examination of such employee, at Town expense, for the purpose of determining whether or not the employee was able to report to work.

Employees returning to work after an absence shall be permitted to work that day. If the Town requests the physical examination of any employee, such examination, wherever feasible, is to be scheduled after working hours without remuneration to the employee.

**7.3.8 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law. This provision allows an employee to receive pension credit for unused sick leave at the time of retirement up to a maximum of thirteen-hundred and twenty (1320) hours. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example:  $130 \text{ unpaid sick leave days} \div 260 = .50$  or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits, including payment of retiree medical insurance premiums, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

**7.3.9 Termination of Employment:** An employee who was hired before January 1, 2010, who retires under the New York State Retirement System, will have the right to cash-out up to 25% of accumulated sick leave credits at the employee's then current rate of pay. An employee hired on or after January 1, 2010, who resigns, retires, deceases, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

## 7.4 Personal Leave

**7.4.1 Allowance (front-loaded):** Each employee hired into a full-time position **before** September 1, 2013 shall be entitled to five days (**40 hours**) of paid personal leave during each calendar year of this Agreement. A full-time employee hired on or **after** September 1, 2013 will be credited with **twenty-four hours** of paid personal leave. An employee will be credited on the first day of January of each year for use during that year.

**7.4.2 New Employees:** Each new employee hired during the life of this Collective Bargaining Agreement shall receive a prorated amount of personal leave in the year in which he is hired. However, no paid personal leave may be taken by an employee during his ninety day probationary period. After the probationary period is over, the probationary period shall count as part of the calendar year for purposes of this Article.

**7.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

**7.4.4 Notification and Use of Personal Leave:** The appropriate Department Head, or direct supervisor, shall be notified and within twenty-four hours whenever possible and at least one-half hour prior to the start of their shift. Personal leave credits may not be used in increments of less than one hour.

**7.4.5 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

## 7.5 Bereavement Leave

**7.5.1 Immediate Family:** In the event of the death-of an employee's spouse, child, domestic partner or significant other (as defined by attached) the employee shall be entitled to five days leave with pay.

**7.5.2 Extended Family:** Each employee shall be entitled to three days leave with pay in the event of death occurring in his/her immediate family. The immediate family shall include parent, brother, sister, or parent-in-law, grandparent, stepchild, or grandchild. In addition, up to two additional unpaid or two additional days paid from any accrued time the employee has available will be allowed if needed.



## 8 MEDICAL & OPTICAL BENEFITS

### 8.1 Medical Insurance

**8.1.1 Town-Sponsored Insurance Plans:** The Town will make available a high deductible plan (currently CDPHP) to each eligible regular full-time employee and the employee's eligible family. The Town will also make available the New York State Health Insurance Plan (NYSHIP).

**8.1.2 Change in Insurance Plans:** By mutual agreement, the parties may change the insurance carrier and/or offer alternative plans in place of the above mentioned plans, provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plans.

**8.1.3 Premium Payment:** The Town will pay 100% of the amount listed in the schedule below for "employee only" coverage and fund up to 100% of the "high deductible" through a Health Reimbursement Account.

The Town will pay 90% of the amount listed in the schedule below for "employee plus child" coverage and fund up to 80% of the "high deductible" through a Health Reimbursement Account..

The Town will pay 90% of the amount listed in the schedule below for "employee plus spouse" coverage and fund up to 80% of the "high deductible" through a Health Reimbursement Account.

The Town will pay 85% of the amount listed in the schedule below for "family" coverage and fund up to 80% of the "high deductible" through a Health Reimbursement Account.

Effective Date	Employee Only	Employee + Child	Employee + Spouse	Family
January 1, 2014	\$5,163	\$8,878	\$10,327	\$14,715
January 1, 2015	\$5,628	\$9,677	\$11,256	\$16,039
January 1, 2016	\$6,134	\$10,548	\$12,270	\$17,483

### 8.2 Optical Benefits

**8.2.1 Allowance:** The Town shall pay an amount not to exceed one-hundred dollars (\$100) per employee per year for eye examinations and corrective eyewear. Monies payable pursuant to this Section shall be paid to the employee upon presentation of a receipt by the employee to the Town up to the sum of one-hundred dollars (\$100) per year.

## **8.3 Medical Insurance Buy-Out**

**8.3.1 Eligibility:** A regular full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan and will not be eligible for this buy-out.

**8.3.2 Amount of Buy-Out:** The employee will receive **thirty** percent of the amount listed in the schedule in 8.1.3, above, for the coverage the employee is eligible (e.g. Employee + Spouse; Family). The buy-out is subject to applicable taxes.

**8.3.3 Method of Payment:** Partial payment of the buy-out will be made in the employee's regular paycheck for each pay-period the employee is eligible for the buy-out.

**8.3.4 Reinstatement:** In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

## **9 DISABLED EMPLOYEES**

### **9.1 Workers' Compensation Insurance**

**9.1.1 Use of Leave Credits:** An employee may draw from the employee's sick leave credits, then personal leave credits, then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

**9.1.2 Continuation of Medical Insurance:** An employee, who is receiving Workers' Compensation payments for lost time AND is drawing full pay by using accrued leave credits, will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution.

### **9.2 Short-Term Disability Insurance**

**9.2.1 Continuation of Medical Insurance:** An employee, who is drawing full pay by using accrued leave credits, will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution.

## **10 GENERAL PROVISIONS**

### **10.1 Work Accouterments**

**10.1.1 Special Clothing and Tools:** The Town shall furnish, or make available to each employee, any special heavy duty work clothes or special tools or equipment required in connection with his specific work assignment. This shall include heavy duty raingear and shall exclude normal mechanic hand tools for mechanics which employers generally and customarily expect a mechanic to be equipped with. In providing such clothing or tools, the Town shall institute storage and receipt system and the employee who receipts for such tools or clothing shall be responsible for their cost if he fails to return them as required, said cost may be deducted from the employee's pay after notice thereof.

**10.1.2 Safety Equipment:** The Town agrees to furnish to each employee all necessary safety equipment to comply with the safety requirements of the State of New York. The Town will continue to furnish those items of work equipment now being furnished.

**10.1.3 Lockers:** The Town shall provide lockers for the storage of personal belongings of the employees who shall provide their own locks therefore.

**10.1.4 Clothing and Boot Allowance:** Prior to January 1<sup>st</sup> of each year, each employee must elect whether to purchase or rent work clothing. The Town shall pay an amount not to exceed two-hundred dollars (\$200) for the purchase or rental of such work clothes/boots. Monies payable pursuant to this section shall be paid to the employee upon presentation of a receipt by the employee to the Town up to the sum as indicated above.

### **10.2 Safety and Health**

**10.2.1 Vehicle Safety:** No more than two men shall be assigned to any vehicle that is not specifically designed and equipped to accommodate more than a driver and a passenger.

## **11 DUE PROCESS PROCEDURES**

### **11.1 Grievance Procedure**

**11.1.1 Initiation of Grievances:** Should any difference, dispute or grievance arise between an employee and the Town under the provisions of this Collective Bargaining Agreement, it shall be taken up as follows:

**11.1.2 First Step – Appeal to Department Head:** The grievance shall be presented to the appropriate Department Head within eight working days after the reason for such grievance has occurred. In the event that the Union does not have knowledge of the occurrence giving rise to a dispute involving wages or benefits within eight working days of the occurrence, then the eight-day limitation shall commence at the time when the Union receives knowledge of the occurrence, provided that in no event shall any grievance involving wages and benefits be presented later than ninety calendar days after the occurrence. The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times and dates. The Department Head will render his response to the Union within eight working days or the Union can proceed to Step 2.

**11.1.3 Second Step – Appeal to Town Board:** If the grievance is not settled at the first step, it may be presented by the Union, in writing, to the Town Board within five working days after the decision at the first step. If any grievance is not presented within the time limits set forth above, it shall be deemed finally settled.

The Union shall have the right at any time to raise a grievance directly with the Town Board and the Town Board likewise, as a party to this Collective Bargaining Agreement, shall have the right to raise any grievance directly with the Union.

In the event that the Union and the Town Board cannot resolve any grievance as to the meaning, interpretation or implementation of any provision of this Collective Bargaining Agreement, or any of the conditions of employment covered by this Collective Bargaining Agreement, then the parties will have the right to proceed in any manner available to them as prescribed by the laws of the State of New York in such instances.

**11.1.4 Fact-Finding:** Parties hereto agree that that Union may, at its option, before proceeding with a formal grievance to the Town Board, request a hearing of the grievance before a hearing officer designated by the Public Employment Relations Board. This hearing, which shall be in the nature of a fact finding, shall not be binding on the Board or the Union. The Town Board should have the same right as the Union to request such a hearing and fact finding if the Board should decide that this procedure is in the best interest of all concerned. The hearing officer's recommendation or findings of fact should then be presented to all parties for the processing of the grievance.

The Town Board may disapprove the recommendation by a vote of at least a majority plus one of all the members thereof, after the adoption of a resolution setting forth the reasons for disapproving such recommendation.

Either party may request that any testimony before a fact finding or hearing officer or the Board be taken by a stenographer and/or tape recorded, and transcribed. The parties requesting such a stenographic recording shall be responsible for the cost of same and all other costs of the hearing, if any, should be paid equally by the parties.

## **11.2 Disciplinary Procedure**

**11.2.1 Discipline for Just Cause:** The Town shall not discharge, suspend, discipline, or demote any employee without just cause. In respect to discharge, the Town shall give at least one warning notice of the specific complaint against such employee in writing, except that no warning notice need be given to any employee if he is discharged in accordance with 11.2.2 below.

If an employee has completed his probationary period, but has less than one year's continuous employment, he must receive one warning notice before he can be discharged, except as provided in the first paragraph of this section.

None of the foregoing provisions of this section shall apply to new employees during their probationary period.

Copies of all warning notices sent to any employee must be distributed as follows: Two copies of such warning notice to the Shop Steward and two copies of such warning notice to the Business Manager of the Union at the Union Office, 67 Commerce Drive, Harriman, New York 10924.

**11.2.2 Immediate Termination:** Causes for immediate discharge of an employee shall include, but not be limited to the following: Proven theft of money, goods, or merchandise; proven drunkenness or proof of being under the influence of alcohol during work hours; drug addiction, or being under the influence of drugs at any time; violation of the no-strike provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Employment Act); assault on Town's representative; insubordination; failure to report an accident which the employee would normally be aware of; recklessness while on duty; unauthorized use of any of the Town's vehicles or equipment; and knowingly falsifying any record, report or document required by or submitted to the Town.

**11.2.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Board. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Board shall issue a written response, which shall be given to the Business Manager of the Union.

**11.2.4 Appeal of Disciplinary Action:** If the Union is not satisfied with the response of the Town Board, the Union may submit the matter to fact-finding in accordance with 11.1.4 of this Collective Bargaining Agreement.

**11.2.5 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

## **12 APPLICATION OF AGREEMENT**

### **12.1 Duration of Agreement**

**12.1.1** This Collective Bargaining Agreement shall commence as of January 1, 2013 and shall continue in effect until December 31, 2016; however, any changes to the previous Collective Bargaining Agreement (except wage increases and medical insurance premiums) will not be effective until March 7, 2014.

### **12.2 Complete Agreement**

**12.2.1** This Collective Bargaining Agreement will constitute the entire agreement between the parties. The parties agree that all issues and claims with respect to wages, hours and working conditions have been fully negotiated and are hereby merged in this Collective Bargaining Agreement, and that no claim may arise under this Collective Bargaining Agreement with respect to any issue or matter that is not treated herein.

### **12.3 No Strike Clause**

**12.3.1** During the term of this Collective Bargaining Agreement, the Union agrees on behalf of itself and each of its members that there will be no authorized strike of any kind, boycott, picketing, work stoppage, tie-up, slow-down or any other type of interference, coercive or otherwise, with the Town's business.

## **12.4 Savings Clause**

**12.4.1** This Collective Bargaining Agreement made and entered into in the State of New York shall be deemed to be subject to the laws of the State of New York and to such laws of the United States government as may be applicable.

**12.4.2** If any portion of this Collective Bargaining Agreement shall be judicially declared illegal or invalid, it shall not affect the entire Collective Bargaining Agreement and the balance of the Collective Bargaining Agreement shall remain in full force and effect.

**12.4.3** Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

## **12.5 Negotiation Procedures**

**12.5.1 Term of Agreement:** The terms and conditions of employment provided in this Collective Bargaining Agreement shall remain in effect until the termination of the Collective Bargaining Agreement unless altered by mutual agreement in writing between the parties.

**12.5.2 Commencement of Negotiations:** Prior to the expiration date, the parties shall enter into good-faith negotiations over a successor Collective Bargaining Agreement covering a period following the expiration of this Collective Bargaining Agreement.

**12.5.3 Representatives of the Parties:** Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the Town.

**12.5.4 Ratification of Agreement by Town Board:** While no final Collective Bargaining Agreement shall be executed without ratification by the Town Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to negotiate.

**12.5.5 Legislative Action:** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## 12.6 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

**TOWN OF WAWARSING**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 363**

\_\_\_\_\_  
**Leonard M. Distel**  
**Town Supervisor**

\_\_\_\_\_  
**Sam Fratto**  
**Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Stephen Bradley**  
**Town Board**

\_\_\_\_\_  
**Frank Perugino**  
**Assistant Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Terry Houck**  
**Town Board**

\_\_\_\_\_  
**Walter Gunther**  
**Bargaining Unit**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Michael A. Richardson**  
**Labor Relations Consultant**

**Date:** \_\_\_\_\_